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**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

RYAN ANDREPONT, BRODY ARDOIN,
PATRICK J. BABINEAUX, III, WILLIAM
FARRELL, TIMOTHY STIDHAM

Plaintiffs,

v.

British Petroleum PLC, a Corporation, and
DOES 1-100,

Defendants.

) Case No.:

) **VERIFIED ORIGINAL COMPLAINT**
) **FOR VIOLATION OF RIGHTS UNDER**
) **TITLE VII OF THE CIVIL RIGHTS ACT**
) **OF 1964 [42 U.S.C. 2000e et seq.]**

) [Demand for Jury Trial]

INTRODUCTION

1. In the fall of 2021, Defendant British Petroleum (“Defendant” or “BP”) made a determination that a certain group of its employees should be vaccinated against the COVID-19 virus.

2. On September 15, 2021, Defendant issued a COVID-19 vaccine requirement that was a condition of employment for all employees and contractors who worked offshore in the Gulf of Mexico (“GoM”) or employees and contractors who would temporarily visit offshore BP assets. The vaccine requirement also applied to onshore-based employees who traveled periodically offshore to BP assets. The written deadline to be vaccinated was November 15, 2021.

3. This vaccine requirement specific to BP’s GoM employees covered and included then BP employees Ryan Andrepont, Brody Ardoin, Patrick J. Babineaux, III, William Farrell and Timothy Stidham (each a “Plaintiff” and together, “Plaintiffs”).

4. In sharp contrast, BP employees working at onshore facilities, like the Cherry Point refinery in Washington state, were never mandated to take the COVID-19 vaccine as a requirement of employment. Further, office personnel, including those working at Defendant’s United States headquarters in Houston, Texas, were not subject to the COVID-19 vaccine mandate.

5. Defendant acknowledged in the September 15, 2021 COVID-19 vaccine requirement announcement that some employees could choose not to be vaccinated because of religious or medical reasons, and that such employees could initiate the religious and/or medical accommodation process.

6. Initially, Defendant appeared to recognize that some of its employees could not be vaccinated due to religious or medical reasons. Defendant urged such employees to submit “accommodation requests” on or before September 26, 2021. The Plaintiffs were informed that a lack of compliance with the vaccination mandate could result in discipline up to and including termination.

7. Plaintiffs timely completed and submitted their religious exemption request forms provided by Defendant, notifying Defendant that their sincerely held religious beliefs conflicted with the new COVID-19 vaccination requirement specific to GoM employees; each Plaintiff also requested reasonable accommodations.

8. At first, Defendant provided exemption request forms to Plaintiffs that gave the appearance that perhaps even some religious accommodation requests might be “granted.”¹

9. To the extent that Defendant ever claimed to have seriously considered Plaintiffs’ accommodation requests, it appeared to be a pantomime performance to Plaintiffs. Defendant either did not offer Plaintiffs any interactive dialogue about their requests for accommodation, or if they did, that dialogue focused on the sincerity of Plaintiffs’ religious beliefs with improper questions, and any dialogue had failed to address possible reasonable accommodations. Regardless of the path offered to each Plaintiff, the result was the same: Defendant unlawfully denied each Plaintiff’s request for reasonable accommodation.

10. In all cases, Defendant offered no meaningful dialogue or interaction with Plaintiffs to explore possible reasonable accommodations.

¹ Plaintiffs contend that Title VII can be viewed as divided into two initial stages. In the first stage, an employer is notified of an employee’s sincerely held religious belief that conflicts with a work requirement. This is a request for Religious Exemption. If employer accepts that the professed belief is sincerely held and that there is a conflict between the religious belief and the work requirement, the employer shall grant the request for Religious Exemption. In the second stage of the Title VII process, the employer then has an affirmative obligation to search for and identify any potential “reasonable accommodation” for the employee. This second stage process includes a requirement that the employer engage in an interactive process with the employee in order to find and offer the employee any available “reasonable accommodation.”

It is unclear from the facts and Defendant’s correspondence with Plaintiffs’ whether any of their Religious Exemption requests, based on Plaintiffs’ sincerely held religious beliefs, were ever formally granted by Defendant. Defendant appears to have proceeded straight to referencing Plaintiffs’ requests for religious exemption as “accommodation requests” or “religious accommodations,” and seemed to combine the two steps of the Title VII analysis. Since Defendant moved onto the second stage of the Title VII analysis by referring to “accommodation requests,” Plaintiffs presume that Defendant approved and granted Plaintiffs’ Religious Exemptions requests. Thereafter, Defendant appears to have proceeded to the second stage of the Title VII process – that of exploring a “reasonable accommodation.” At this stage, Defendant denied Plaintiffs’ proffered reasonable accommodations without the legally required interactive process, which required Defendant to conduct a “good faith” meaningful dialogue with each Plaintiff to determine if a reasonable accommodation was available to each Plaintiff.

1 11. Instead, Defendant placed most of the Plaintiffs on two months of unpaid leave²
2 directing them to find other jobs within BP³ -- after Plaintiffs' access to company email and internal
3 communication sites was revoked, making it difficult to access, apply for and communicate about
4 possible other job openings, and then, ultimately, terminated every Plaintiff in January 2022.

5 12. Upon information and belief, some of the Plaintiffs could have kept their Retiree
6 Reimbursement Account (RRA) but for Defendant's refusal to grant them a reasonable
7 accommodation.

8 13. All Plaintiffs could have received their 2021 bonus but for Defendant's refusal to
9 grant them a reasonable accommodation.
10

11 14. This action is based on the unlawful actions of the Defendant, including violations
12 of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.) ("Title VII"), Section
13 21.108 of the Texas Labor Code, and the common law tort of wrongful termination in violation of
14 public policy.
15

16 15. The gravamen of this Complaint is that Defendant refused to engage in any
17 meaningful dialogue or good faith, failed to engage in the required interactive process and explore
18 reasonable accommodations, placed most of the Plaintiffs on unpaid leave for two months as a
19 "reasonable accommodation," stripped them of their benefits, including RRA for some of the
20 Plaintiffs and bonus payments for all of the Plaintiffs, and ultimately terminated all Plaintiffs, and
21 otherwise discriminated and retaliated against Plaintiffs due to their religious beliefs.
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23

24 ² According to Defendant's correspondence, the first month of unpaid leave was "approved," which meant only
25 allowing the continuation of health benefits without receipt of any salary; the second month of unpaid leave was
"unapproved," thereby revoking all benefits to Plaintiffs and continuing to deny Plaintiffs any and all salary.

26 ³This was in violation of Company policy that permitted employees on unpaid leave to access their emails specifically
27 to us[e] the Career Center "to search for and apply for jobs." See Exhibit A, *Computer Access While on Unpaid Leave*
Policy, Updated August 21, 2021, U.S. People Relations.
28

Plaintiff Ryan Andrepont

32. Mr. Andrepont is and was at all times relevant herein a devout, practicing Catholic.

33. Mr. Andrepont first worked on a BP asset in the Gulf of Mexico in December 2004 through Grey Star contracting service. BP hired Mr. Andrepont as an Operations Technician on August 16, 2005. BP later awarded contractor service time that recognized his time working for BP from 2004.

1 34. Mr. Andrepont was promoted to Production Lead Technician in May 2013. He
2 was promoted again in April 2016 to Production/Control Room Technician, his final position with
3 BP prior to termination.

4 35. On September 19, 2021, Mr. Andrepont submitted his Religious Exemption
5 request with respect to the COVID-19 vaccine based on his sincerely held religious beliefs. He
6 included in his request serology testing to provide proof of natural immunity to COVID-19 as an
7 alternate accommodation to vaccination. (Mr. Andrepont's Religious Exemption request is
8 attached as Exhibit B).

9
10 36. Defendant's Human Resources staff conducted a fifteen (15) minute "interview"
11 with Mr. Andrepont to discuss his Religious Exemption request.

12 37. On November 4, 2021, Defendant denied Mr. Andrepont the "reasonable
13 accommodation" he requested in his Religious Exemption request.

14 38. Under Title VII, an employer must offer a reasonable accommodation to an
15 employee, unless such an accommodation would impose an undue hardship for the employer's
16 business. A reasonable accommodation is one that will "resolve" the conflict for the employee,
17 and involuntary, unpaid leave does not, and did not, resolve the conflict faced by Plaintiffs.⁴

18
19 39. Instead of the reasonable accommodation that was requested by Mr. Andrepont,
20 the Defendant instead offered its own version of a "reasonable accommodation." Even though
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26 ⁴ See *Cloutier v. Costco Wholesale Corp.*, 390 F.3d 126, 133 (1st Cir. 2004) ("Under Title VII, an employer must offer
27 a reasonable accommodation **to resolve a conflict between an employee's sincerely held religious belief and a**
28 **condition of employment** unless such an accommodation would create an undue hardship for the employer's
business.") (emphasis added)

1 Defendant presented its offer to Mr. Andrepont as a “reasonable accommodation,” it was neither
2 reasonable nor an accommodation.⁵

3 40. The “reasonable accommodation” granted by Defendant – after no legally
4 meaningful dialogue had occurred and Mr. Andrepont’s requests were dismissed or ignored – was
5 to place Mr. Andrepont on an unpaid leave of absence from November 15, 2021 until January 15,
6 2022, and then terminated.

7
8 41. Upon information and belief, on or about November 15, 2022, Defendant revoked
9 Mr. Andrepont’s access to his BP email account. Defendant also revoked Mr. Andrepont’s access
10 to BP’s internal intranet (which cannot be accessed by the general public). This meant he could
11 not access BP’s internal job postings to search for alternative jobs with BP, even though this was
12 ostensibly part of the “accommodation” offered by BP. Without access to internal job postings,
13 the offer of two-months unpaid leave to find alternative BP positions was a hollow offer to
14 Plaintiff. While BP Human Resources staff sent some job postings to Mr. Andrepont’s personal
15 email account shortly before the end of his unpaid leave, he was not able to obtain another job with
16 BP prior to termination.
17

18
19 42. Upon information and belief, Defendant, by revoking Mr. Andrepont’s access to
20 BP’s intranet and by revoking his access to his BP email account, took intentional and overt actions
21 to remove the open line of communication provided by BP’s intranet communication system,
22 thwarting any possibility of Mr. Andrepont’s finding an alternative job position with Defendant.
23

24 43. On January 19, 2022, Defendant terminated Mr. Andrepont.
25
26

27 ⁵ “[L]eave without pay differs very little from termination.” *Love v. City of Dallas*, No. 3:96-CV-0532-R, 1997 WL
28 278126, at *6 (N.D. Tex. May 14, 1997).

1 44. Mr. Andrepont would have received his 2021 bonus but for Defendant's refusal to
2 grant him a reasonable accommodation.

3 45. Mr. Andrepont timely filed a charge of Religious Discrimination with the Equal
4 Employment Opportunity Commission ("EEOC") in Houston, Texas on March 17, 2022.

5 46. The EEOC issued Mr. Andrepont a Right to Sue Letter on September 21, 2022.
6 (The Right to Sue letter is attached as Exhibit C.)
7
8

9 **Plaintiff Brody Ardoin**

10 47. Mr. Ardoin is a 34-year-old male, born in 1988, who has worked in the oil and gas
11 industry for twelve (12) years. He was hired by Defendant in December 2014 to work as a
12 Production Technician. Mr. Ardoin was promoted several times until he reached "Qualified"
13 Control Room Technician, a similar position to Senior Control Room Technician within the
14 industry. This was Mr. Ardoin's job with BP at the time he was terminated.
15

16 48. Mr. Ardoin is and was at all times relevant herein a devout, practicing Christian.
17

18 49. On November 3, 2021, Mr. Ardoin submitted his Religious Exemption request to
19 Defendant. Mr. Ardoin included in his request that he was willing to abide by any reasonable
20 alternative safety measures as an alternative to vaccination. (Mr. Ardoin's Religious Exemption
21 request is attached as Exhibit D).
22

23 50. Upon information and belief, neither Defendant's Human Resources staff nor did
24 any other employee or representative of Defendant ever make contact with Mr. Ardoin about his
25 request for Religious Exemption before summarily denying his accommodation request.
26
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1 51. On November 4, 2021, Defendant denied Mr. Ardoin’s accommodation request.
2 There was no discussion or interaction on the issue of his religious exemption or any discussion
3 about possible reasonable accommodations.

4
5 52. Mr. Ardoin submitted a request for leave under the Family and Medical Leave Act
6 of 1993 (“FMLA”) due to the significant stressors he experienced at work including harassment
7 and coercion by the Defendant to force employees such as himself to be vaccinated.

8
9 53. Mr. Ardoin was placed on unpaid leave on November 15, 2021. He was
10 transitioned to FMLA leave on December 7, 2021.

11 54. The “reasonable accommodation” granted by Defendant – after no meaningful
12 dialogue had occurred and Mr. Ardoin’s requests were ignored – was to place Mr. Ardoin on an
13 unpaid leave of absence from November 15, 2021 until December 7, 2022 when he started a paid
14 leave of absence under FMLA.

15
16 55. Upon information and belief, on or about November 15, 2022, Defendant revoked
17 Mr. Ardoin’s access to his BP email account. Defendant also revoked Mr. Ardoin’s access to BP’s
18 internal intranet (which cannot be accessed by the general public). This meant he could not access
19 BP’s internal job postings to search for alternative jobs with BP, even though this was ostensibly
20 part of the “accommodation” offered by BP. Without access to internal job postings, the offer of
21 two-months unpaid leave to find alternative BP positions was a hollow offer which BP made –
22 making it next to impossible for Mr. Ardoin to find and accept other jobs in the company.

23
24 56. During his leave of absence, BP Human Resources staff sent Mr. Ardoin one
25 expired link to a job posted to his private email account. Mr. Ardoin told BP Human Resources
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27

1 staff many times about the difficulties he experienced in his job search by not having access to his
2 BP email account.

3 57. Upon information and belief, Defendant, by revoking Mr. Ardoin's access to BP's
4 intranet and by revoking his access to his BP email account, took intentional and overt actions to
5 remove the open line of communication provided by BP's intranet communication system,
6 thwarting any possibility of Mr. Ardoin's finding an alternative job position with Defendant.
7

8 58. On January 18, 2022, Defendant terminated Mr. Ardoin from his position.
9

10 59. Mr. Ardoin would have received his 2021 bonus but for Defendant's refusal to
11 grant him a reasonable accommodation.

12 60. Mr. Ardoin timely filed a charge of Religious Discrimination with the EEOC in
13 Houston, Texas on March 30, 2022.
14

15 61. The EEOC issued a Right to Sue Letter on October 14, 2022. (The Right to Sue
16 letter is attached as Exhibit E.)
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18
19 **Plaintiff Patrick J. Babineaux, III**

20 62. Mr. Babineaux is a 47-year-old male, born in 1975, who has worked in the oil and
21 gas industry for seventeen (17) years. Defendant hired Mr. Babineaux in March 2011 to work as a
22 Measurement Technician 2. He was later promoted to Measurement Technician 1, the highest level
23 in his craft. This was his final position with BP prior to his termination.
24

25 63. On October 8, 2021, Mr. Babineaux submitted his Religious Exemption request to
26 Defendant. Mr. Babineaux included in his request that he would comply with reasonable safety
27

1 protocols as an alternative to the vaccine. (Mr. Babineaux's Religious Exemption request is
2 attached as Exhibit F.)

3 64. Mr. Babineaux is and was at all times relevant herein a devout, practicing
4 Christian.
5

6 65. Defendant's Human Resources staff conducted a fifteen (15) minute "interview"
7 with Mr. Babineaux to discuss his exemption request.
8

9 66. On or about November 4, 2021, Defendant denied Mr. Babineaux's reasonable
10 accommodation" that he had requested in his Religious Exemption request.
11

12 67. Instead of the reasonable accommodation that was requested by Mr. Babineaux,
13 the Defendant instead offered its own version of a "reasonable accommodation." Even though
14 Defendant presented its offer to Mr. Babineaux as a "reasonable accommodation," it was neither
15 reasonable nor an accommodation.
16

17 68. The "reasonable accommodation" granted by Defendant – after no meaningful
18 dialogue had occurred and Mr. Babineaux's requests were ignored – was to place Mr. Babineaux
19 on an unpaid leave of absence from November 15, 2021 until January 15, 2022, and then terminate
20 him.
21

22 69. Upon information and belief, on or about November 15, 2022, Defendant revoked
23 Mr. Babineaux's access to his BP email account. Defendant also revoked Mr. Babineaux's access
24 to BP's internal intranet (which cannot be accessed by the general public). This meant he could
25 not access BP's internal job postings to search for alternative jobs with BP. Without access to
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1 internal job postings, the offer of two-months unpaid leave to find alternative BP positions was a
2 hollow offer which BP made - through its other actions - impossible for him to accept.

3 70. Mr. Babineaux was thwarted in his efforts to search and apply for, and obtain
4 another job with BP. As with the other Plaintiffs, the primary obstacle was blocked access to BP's
5 internal communication system that is critical for finding job postings and submitting applications.
6 He called and emailed about jobs with Defendant who ultimately was non-responsive.
7

8 71. Upon information and belief, Defendant, by revoking Mr. Babineaux's access to
9 BP's intranet and by revoking his access to his BP email account, took intentional and overt actions
10 to remove the open line of communication provided by BP's intranet communication system,
11 thwarting any possibility of Mr. Babineaux's finding an alternative job position with Defendant.
12

13 72. On January 19, 2022, Defendant terminated Mr. Babineaux.
14

15 73. Mr. Babineaux would have received his 2021 bonus but for Defendant's refusal to
16 grant him a reasonable accommodation.
17

18 74. Mr. Babineaux timely filed a charge of Religious Discrimination with the EEOC
19 in Houston, Texas on March 30, 2022.
20

21 75. The EEOC issued a Right to Sue Letter on September 21, 2022. (The Right to Sue
22 letter is attached as Exhibit G.)
23

24 **Plaintiff William Farrell**
25

26 76. Mr. Farrell is a 52-year-old male, born in 1970, who was hired by Defendant in
27 October 2007 to work as an Instrument Technician.
28

1 77. Mr. Farrell is and was at all times relevant herein a devout, practicing Baptist.

2 78. On October 7, 2021, Mr. Farrell submitted his Religious Exemption request to
3 Defendant. Mr. Farrell included in his request that he would comply with reasonable safety
4 protocols as an alternative to the vaccine. (Mr. Farrell's Religious Exemption request is attached
5 as Exhibit H.)
6

7 79. Defendant's Human Resources staff conducted a fifteen (15) minute "interview"
8 with Mr. Farrell to discuss his exemption request.
9

10 80. On or about November 4, 2021, Defendant denied Mr. Farrell the "reasonable
11 accommodation" he requested in his Religious Exemption request.
12

13 81. Instead of the reasonable accommodation that was requested by Mr. Farrell, the
14 Defendant instead offered its own version of a "reasonable accommodation." Even though
15 Defendant presented its offer to Mr. Farrell as a "reasonable accommodation," it was neither
16 reasonable nor an accommodation.
17

18 82. Prior to being placed on unpaid leave, Mr. Farrell applied for a similar position
19 with Defendant in which he met all the qualifications and experience requirements, but Defendant
20 denied him that job.
21

22 83. Plaintiff then contacted the person overseeing the job posting that he applied for
23 and was told that all positions were filled, even though the jobs were still listed as open and vacant
24 on the company portal. Upon information and belief, another onshore job was initially approved
25 by a manager with Defendant, but Plaintiff was also denied that job. After these actions, Mr.
26 Farrell felt like he had been blacklisted.
27
28

1 84. The “reasonable accommodation” granted by Defendant – after no meaningful
2 dialogue had occurred and Mr. Farrell’s requests were ignored – was to place Mr. Farrell on an
3 unpaid leave of absence from November 15, 2021 until January 15, 2022, and then terminate him.

4
5 85. Upon information and belief, on or about November 15, 2022, Defendant revoked
6 Mr. Farrell’s access to his BP email account. Defendant also revoked Mr. Farrell’s access to BP’s
7 internal intranet (which cannot be accessed by the general public). This meant he could not access
8 BP’s internal job postings to search for alternative jobs with BP, even though this was ostensibly
9 part of the “accommodation” offered by BP. Without access to internal job postings, the offer of
10 two-months unpaid leave to find alternative BP positions was a hollow offer which BP made -
11 making it nearly impossible for him to find and accept another job within the company.

12
13 86. Upon information and belief, Defendant, by revoking Mr. Farrell’s access to BP’s
14 intranet and by revoking his access to his BP email account, took intentional and overt actions to
15 remove the open line of communication provided by BP’s intranet communication system,
16 thwarting any possibility of Mr. Farrell find an alternative job position with Defendant.

17 87. On January 18, 2022, Defendant terminated Mr. Farrell.

18 88. Mr. Farrell would have received his 2021 bonus but for Defendant's refusal to
19 grant him a reasonable accommodation.
20

21 89. Mr. Farrell timely filed a charge of Religious Discrimination with the EEOC in
22 Houston, Texas on July 17, 2022.

23 90. The EEOC issued a Right to Sue Letter on September 23, 2022. (The Right to Sue
24 letter is attached as Exhibit I.)
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Plaintiff Timothy Stidham

91. Mr. Stidham is a 39-year-old male, born in 1983, who prior to working for Defendant served three tours of duty in Iraq with the U.S. Marine Corps from July 2001 through 2006. He worked as a helicopter mechanic during two tours and base security for another tour. He is also a cancer survivor following the removal of a tumor in 2012.

92. Mr. Stidham is and was at all times relevant herein a devout, practicing non-denominational Christian.

93. Mr. Stidham has an Associate Degree in Instrumentation and Controls Technology from Bellingham Technical College in Bellingham, Washington.

94. Mr. Stidham had worked for BP since February 2010. He started as an Instrumentation and Electrical Technician working at the BP Cherry Point refinery in Washington state. He moved his family to Texas in 2021 and began an Instrumentation Technician job to work on BP owned GoM assets in August 2021.

95. Plaintiff Stidham learned shortly after moving his family and starting his job that BP planned to require the COVID-19 vaccine on September 15, 2021.

96. On November 1, 2021, Mr. Stidham submitted his Religious Exemption request from having to take the COVID-19 vaccine based on his sincere religious beliefs. Mr. Stidham included in his request that he would comply with reasonable safety protocols as an alternative to the vaccine. (Mr. Stidham's Religious Exemption request is attached as Exhibit J.)

97. Defendant's Human Resources staff conducted a fifteen (15) minute "interview" with Mr. Stidham to discuss his exemption request.

1 98. On November 6, 2021, Defendant denied Mr. Stidham the “reasonable
2 accommodation” he requested in his Religious Exemption request.

3 99. Instead of the reasonable accommodation that was requested by Mr. Stidham, the
4 Defendant instead offered its own version of a “reasonable accommodation.” Even though
5 Defendant presented its offer to Mr. Stidham as a “reasonable accommodation,” it was neither
6 reasonable nor an accommodation.

7 100. Mr. Stidham applied for five different BP onshore roles that he was qualified for
8 with the permission of his Team Lead. He was willing to relocate again in order to stay employed
9 with BP. Mr. Stidham received two phone calls regarding positions he applied for, but when he
10 received no other responses, he felt like he had been blacklisted.

11 101. The “reasonable accommodation” granted by Defendant – after no meaningful
12 dialogue had occurred and Mr. Stidham’s requests were ignored – was to place Mr. Stidham on an
13 unpaid leave of absence from November 15, 2021 until January 15, 2022, and then terminate him.

14 102. Upon information and belief, on or about November 15, 2022, Defendant revoked
15 Mr. Stidham’s access to his BP email account. Defendant also revoked Mr. Stidham’s access to
16 BP’s internal intranet (which cannot be accessed by the general public). This meant he could not
17 access BP’s internal job postings to search for alternative jobs with BP, even though this was
18 ostensibly part of the “accommodation” offered by BP. Without access to internal job postings,
19 the offer of two-months unpaid leave to find alternative BP positions was a hollow offer which BP
20 made - making it nearly impossible for him to find and accept another job within the company.

21 103. Like each of the other Plaintiffs, upon information and belief, BP shut down access
22 to his BP email account as well as access to BP’s website that included the internal job openings
23 search tools when he was on unpaid leave.

1 104. Mr. Stidham, without access to BP's intranet and without access to his BP email
2 account, found it nearly impossible to identify BP job openings and to contact potential BP hiring
3 managers.

4 105. Upon information and belief, Defendant, by revoking Mr. Stidham's access to
5 BP's intranet and by revoking his access to his BP email account, took intentional and overt actions
6 to remove the open line of communication provided by BP's intranet communication system,
7 thwarting any possibility of Mr. Stidham find an alternative job position with Defendant.
8

9 106. On January 18, 2022, Defendant terminated Mr. Stidham.

10 107. Mr. Stidham would have received his 2021 bonus but for Defendant's refusal to
11 grant him a reasonable accommodation.

12 108. Mr. Stidham would have kept his Retiree Reimbursement Account (RRA) but for
13 Defendant's refusal to grant him a reasonable accommodation.

14 109. Mr. Stidham timely filed a charge of Religious Discrimination with the EEOC in
15 Houston, Texas on April 8, 2022.
16

17 110. The EEOC issued a Right to Sue Letter on November 16, 2022. (The Right to Sue
18 letter is attached as Exhibit K.)
19

20 **Summary of Consequences of Defendant's Unlawful Actions Against Plaintiffs**
21

22 111. All Plaintiffs were the primary financial providers for their families, and some
23 were the sole financial providers for their families. Some Plaintiffs' families were radically
24 changed in that mothers who were committed to raising their children were forced into the
25 workplace. Some of the Plaintiffs have minor children at home that they feed, clothe, and educate.
26 Some Plaintiffs are supporting children aged 18 and over with education and living expenses.
27
28

1 Some Plaintiffs' young adult working children had been on their father's health insurance plan
2 until they were terminated by Defendant.

3
4 **Christian Plaintiffs Sincerely Held Religious Beliefs**

5 112. As faithful Christians, Plaintiffs believe the Bible to be authoritative. Plaintiffs
6 hold strong, sincerely held beliefs based on their understanding of Scripture and the teachings of
7 their respective churches.

8
9 113. As faithful Christians, some of the Plaintiffs also hold strong religious beliefs
10 based on their church's specific teachings and their church's interpretations of the Bible.

11 **Defendant's Title VII Violations**
12

13 114. Plaintiffs submitted their Religious Exemptions based on their sincere religious
14 beliefs that conflicted with a BP work requirement, and each Plaintiff asked for a reasonable
15 accommodation.

16 115. Defendant violated Title VII in several ways.

17
18 116. First, during several of the above described fifteen-minute interviews relating to
19 Plaintiffs' decision to not take the vaccine, Defendant improperly questioned several Plaintiffs on
20 intrusive and unnecessary details of their faith, and other impermissible questions such as whether
21 they had taken other pharmaceuticals or vaccines in the past.

22 117. Second, Defendant unlawfully denied the Plaintiffs' requests for reasonable
23 accommodation in connection with the Religious Exemption requests that Defendant apparently
24 granted after Plaintiffs notified Defendant of their sincerely held religious beliefs that conflicted
25 with a work requirement.
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118. Third, upon information and belief, Defendant failed to follow the procedures and requirement, as proscribed under applicable law, to engage in a meaningful dialogue with Plaintiffs to seek a reasonable accommodation to their sincerely held religious beliefs. Defendants unlawfully denied Plaintiffs a good faith interactive process or other meaningful efforts to identify possible reasonable accommodations.

119. Fourth, Defendant failed to provide any reasonable accommodations by placing Plaintiffs on an involuntary, unpaid leave of absence. Defendant presented this unpaid leave of absence as a “reasonable accommodation” that would provide Plaintiffs with two months to find another job within BP. Defendant’s “offer” to Plaintiffs cannot be said to have been made in good faith because BP simultaneously revoked Plaintiffs’ access to their BP email accounts and likewise blocked Plaintiffs’ access to the BP intranet and access to its portal for internal, BP employment opportunities. For some Plaintiffs, it appears that Defendant sabotaged or denied them possible job opportunities that could have been found.

120. Fifth, Defendant retaliated against Plaintiffs for exercising their religious rights by terminating Plaintiffs. Retaliation occurs when an employer punishes employees for asserting their rights to be free from employment discrimination. Plaintiffs sought accommodations based on their sincere religious beliefs from the vaccine mandate. Unpaid leave followed by termination is classic retaliation.

121. Plaintiffs’ religious beliefs were a motivating factor in Plaintiffs’ being placed on unpaid leave in November 2021, and then being terminated in January 2022.

122. The above-described unlawful discrimination against Plaintiffs is even more egregious in light of the August 11, 2022 public announcement⁶ by the federal Center for Disease

⁶ CDC, “Summary of Guidance for Minimizing the Impact of COVID-19 on Individual Persons, Communities, and Health Care Systems — United States, August 2022” (Aug. 11 2022), available at:

Control and Prevention (“CDC”), where the CDC Guidance and recommendations “no longer differentiate based on a person’s vaccination status.”⁷ Thus, the new CDC Guidance uniformly applies the same recommendations for all individuals regardless of vaccination status.

123. These changes were also announced on August 11, 2022 by CDC leader Dr. Greta Massetti through CBS News,⁸ summarizing the new CDC Guidance for the public as follows:

- (a) The CDC no longer differentiates by whether people are up-to-date on their vaccinations;
- (b) Testing for COVID-19 is no longer recommended in most places for people who do not have COVID symptoms (i.e. asymptomatic persons);
- (c) People who have tested positive for COVID-19 can stop wearing masks if their symptoms have improved and they test negative twice in a row; and
- (d) that “quarantine of exposed persons is no longer recommended, regardless of vaccination status.”⁹

124. In a published statement, the CDC stated that the Delta variant resulted in similarly high COVID-19 viral loads in vaccinated and unvaccinated people.¹⁰ CDC Director Rochelle

<https://www.cdc.gov/mmwr/volumes/71/wr/mm7133e1.htm> (last visited September 26, 2022). *See also*, CDC, “Isolation and Precautions for People with COVID-19” (Aug. 11, 2022), available at: <https://www.cdc.gov/coronavirus/2019-ncov/your-health/isolation.html> (reflecting the CDC’s recommendation to reduce the quarantine period to five (5) days for an individual who tests positive for COVID-19, regardless of vaccination status) (last visited December 15, 2022).

⁷ *Id.*

⁸ CBS News, “CDC updates its COVID-19 guidelines in sweeping overhaul” (Aug. 11, 2022), available at: https://www.cbsnews.com/news/cdc-covid-19-guidelines-updated-recommendations/?utm_source=facebook&utm_medium=news_tab&fs=c&s=cl#l6qlrxhczgg168meys (last visited December 15, 2022).

⁹ *Id.*

¹⁰ Statement from CDC Director Rochelle P. Walensky issued on July 30, 2021, <https://www.cdc.gov/media/releases/2021/s0730-mmwr-covid-19.html>. (last visited December 15, 2022)

Walensky has confirmed that COVID-19-positive individuals carry the same “viral load” (equivalent to the risk of spreading infection) whether they are vaccinated or unvaccinated. Id.

125. The CDC Director’s statement was based on a study in the summer of 2021 which tested vaccinated and unvaccinated persons and found that “[c]ycle threshold values [COVID-19 viral loads] were similar among specimens from patients who were fully vaccinated and those who were not.”¹¹

126. Later studies have found that the viral load associated with COVID-19 variants such as Omicron also does not vary based upon vaccination status: “[f]ully vaccinated individuals with breakthrough infections have peak viral load similar to unvaccinated cases and can efficiently transmit infection in household settings, including to fully vaccinated contacts.”¹²

127. In another official statement, the CDC confirmed those studies and stated that it expects that anyone with an Omicron infection, regardless of vaccination status, whether or not they have symptoms, can spread the virus to others.¹³

128. Because the viral loads are no different for the vaccinated and the unvaccinated, Defendant’s position that the unvaccinated pose a danger to themselves, coworkers, and the public,

¹¹ “Outbreak of SARS-CoV-2 Infections, Including COVID-19 Vaccine Breakthrough Infections, Associated with Large Public Gatherings — Barnstable County, Massachusetts, July 2021,” *Morbidity and Mortality Weekly Report*, CDC (July 30, 2021), https://www.cdc.gov/mmwr/volumes/70/wr/mm7031e2.htm?s_cid=mm7031e2_w. (last visited December 15, 2022)

¹² David W. Eyre, B.M., B.Ch., D.Phil. et al., *Effect of Covid-19 Vaccination on Transmission of Alpha and Delta Variants*, *New England J. Med* 386:744-756 (February 24, 2022), <https://www.nejm.org/doi/full/10.1056/NEJMoa2116597>. (last visited December 15, 2022)

¹³ “Omicron Variant: What You Need to Know,” CDC (March 29, 2022), <https://www.cdc.gov/coronavirus/2019-ncov/variants/omicron-variant.html>. (last visited December 15, 2022)

1 but that the vaccinated do not pose this danger, is not consistent with the above-cited statements
2 from the CDC.

3
4 129. CDC spokesperson Greta Massetti stated that immunity for the population is now
5 around 95 percent when combining those who have contracted and recovered from COVID-19
6 with those that have been vaccinated. As such, “it makes the most sense not to differentiate”
7 between the vaccinated and unvaccinated.¹⁴

8
9 130. Despite this foregoing public CDC guidance and public statements, Defendant has
10 not offered any of the Plaintiffs the opportunity to return to work and resume their employment.

11
12 131. Therefore, the discriminatory and retaliatory treatment in not allowing Plaintiffs’
13 proposed accommodation of testing and masking has been confirmed as valid and reasonable, in
14 that today, regardless of vaccination status, the CDC Guidance does not recommend testing for
15 those who are not symptomatic. Despite this, the Defendant terminated Plaintiffs and continues
16 to refuse to restore Plaintiffs to their former positions.

17 18 CAUSES OF ACTION

19 20 FIRST CAUSE OF ACTION

21 22 **Violation of Title VII of the Civil Rights Act of 1964** **Failure to Provide Reasonable Accommodation** **(Involuntary, Unpaid Leave and Termination on the Basis of Religion)**

23 All Plaintiffs Against Defendant BP
24 (42 U.S.C. § 2000e et seq.)

25
26 ¹⁴ “With new guidance, CDC ends test-to-stay for schools and relaxes COVID rules” NPR (Aug. 11,
27 2022), <https://www.npr.org/sections/health-shots/2022/08/11/116991600/with-new-guidance-cdc-ends-test-to-stay-for-schools-and-relaxes-covid-rules>. (last visited December 15, 2022)

1 132. Plaintiffs hereby reallege and incorporate by reference the preceding paragraphs,
2 as though fully set forth herein.

3 133. Pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2(a)(1),
4 it is an unlawful employment practice for a covered employer: (1) to fail or refuse to hire or to
5 discharge any individual, or otherwise to discriminate against any individual with respect to his
6 compensation, terms, conditions, or privileges of employment, because of such individual's race,
7 color, **religion**, sex, or national origin; or (2) to limit, segregate, or classify his employees or
8 applicants for employment in any way which would deprive or tend to deprive any individual of
9 employment opportunities or otherwise adversely affect his status as an employee, because of such
10 individual's race, color, **religion**, sex, or national origin. (emphasis added)
11

12 134. Plaintiffs were, at all times relevant herein, employees covered by 42 U.S.C. §
13 2000e(f) et seq., which prohibits discrimination in employment on the basis of religion.
14

15 135. At all times relevant hereto, Title VII was in full force and effect and binding on
16 Defendant, an employer as defined by 42 U.S.C. § 2000e(b) et seq.

17 136. At all times relevant hereto, Plaintiffs were performing competently in the
18 positions they held as employees of Defendant.

19 137. Plaintiffs held at all times relevant, and continue to hold bona fide, deeply and
20 sincerely held religious beliefs that conflict with receiving the COVID-19 vaccine; they each
21 informed Defendant of such sincerely held religious beliefs and the conflict with the BP work
22 requirement to receive the COVID-19 vaccine.
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1 138. The Plaintiffs were each subjected to an adverse employment action – namely,
2 they were placed on involuntary, unpaid leave¹⁵, and ultimately terminated by Defendant BP– for
3 failure to comply with the conflicting employment requirement.

4 139. Title VII makes it an unlawful employment practice to fail or refuse to make
5 reasonable accommodations for the religious beliefs and practices of an employee.

6 140. Defendant denied Plaintiffs a religious exemption and/or religious accommodation
7 due to their sincerely held religious beliefs that conflict with the work requirement.
8

9 141. Instead of exploring reasonable accommodations, engaging in a meaningful
10 dialogue, and offering a good faith interactive process to discuss reasonable accommodations with
11 Plaintiffs, the Defendant placed the Plaintiffs on involuntary unpaid leave for two months. After
12 two months, Defendant terminated Plaintiffs. Unpaid, involuntary leave and termination are both
13 types of adverse employment actions under Title VII.
14

15 142. Plaintiffs’ skill and expertise fall within an area with limited opportunities to
16 perform their jobs in a very tight job market and profession. The job market for these types of
17 positions is extremely small and specialized. Defendant did not consider any reasonable
18 accommodations that would have allowed Plaintiffs to continue work for BP either in their
19 previous roles with modifications or in alternate jobs roles within BP.

20 143. Plaintiffs requested reasonable accommodations of masking and testing for both
21 natural immunity and symptoms and quarantine. Defendant denied these reasonable
22 accommodations as requested by Plaintiffs.
23

24 144. Plaintiffs’ proffered reasonable accommodations were validated by the CDC on
25 August 11, 2022. That notwithstanding, the Defendant still refuses to reinstate Plaintiffs even
26

27 ¹⁵ Plaintiff Ardoin was on unpaid leave from November 15, 2021 until December 6, 2021. He transitioned to paid
28 leave pursuant to the FMLA beginning on December 7, 2021. However, he was terminated with the other Plaintiffs.

1 despite the CDC's recommendations that the vaccinated and unvaccinated are to be treated the
2 same.

3 145. Upon rejecting the reasonable accommodations requested by Plaintiffs, Defendant
4 did not explore other reasonable accommodations, engage in a meaningful dialogue, and offer a
5 good faith interactive process to Plaintiffs in order to identify other reasonable accommodations.

6 146. There is a dispute between Plaintiffs and Defendant. Defendant asserts that it can
7 comply with Title VII by placing Plaintiffs on involuntary, unpaid leave as a form of reasonable
8 accommodation. Plaintiffs disagree. Plaintiffs' legal position is that unpaid, involuntary leave
9 without effort to consider or provide alternative accommodation is not consistent with an
10 employer's accommodation obligations under Title VII.

11 147. There is a dispute between Plaintiffs and Defendant. Defendant asserts that
12 reasonable accommodations requested by Plaintiffs – including masking and regular testing –
13 posed an undue hardship on Defendant, which is more than a *de minimis* burden. Plaintiff
14 disagrees. Plaintiffs' legal position is that Plaintiffs' reasonable accommodation requests did not
15 impose an undue hardship. For example, similarly situated BP employees outside of the GoM
16 region were not subjected to the COVID-19 vaccine requirement.

17 148. Instead of considering and offering Plaintiffs reasonable accommodations,
18 Defendant placed the Plaintiffs on involuntary, unpaid leave and terminated them for engaging in
19 protected activity, specifically requesting a religious accommodation under Title VII.

20 149. Defendant, by placing Plaintiffs on involuntary, unpaid leave and subsequently
21 terminating Plaintiffs, failed to provide reasonable alternative means of accommodating the
22 religious belief or observance that was in conflict with the COVID-19 vaccination work
23 requirement in violation of Title VII.
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1 150. Plaintiffs have suffered significant damages as a result of Defendant's unlawful
2 discriminatory actions, including past and future lost wages and benefits, contributions to their
3 pension plans, other associated financial costs, emotional distress, and the costs of bringing this
4 action.

5 151. Defendant intentionally violated Plaintiffs' rights under Title VII with malice or
6 reckless indifference.

7 152. Plaintiffs are entitled to reinstatement, backpay, front pay, compensatory damages,
8 punitive damages, attorney's costs and fees, costs of suit, a declaration that Defendant violated
9 their rights under Title VII, and an injunction to enjoin the Defendant from enforcing
10 discriminatory policies and reinstating Plaintiffs.

11 153. Plaintiffs are entitled to further relief as more fully set forth below in their Prayer
12 for Relief.
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14
15 **SECOND CAUSE OF ACTION**
16 **Violation of Title VII of the Civil Rights Act of 1964**
17 **Failure to Provide Reasonable Accommodation**
18 **(Retaliation on the Basis of Religion)**
19 Plaintiff Stidham Against Defendant BP
20 (42 U.S.C. § 2000e et seq.)

21 154. Plaintiff hereby incorporates and realleges the preceding paragraphs, as though
22 fully set forth herein.

23 155. Title VII of the Civil Rights Act of 1964 forbids an employer from retaliating
24 against an employee because of the employee's opposition to "any practice made an unlawful
25 investigation, proceeding, or hearing under [Title VII]." 42 U.S.C. § 2000e-3(a).

26 156. The EEO laws prohibit punishing job applicants or employees for asserting their
27 rights to be free from employment discrimination including harassment. Asserting these EEO
28

1 rights is called "protected activity." Requesting an accommodation for a disability or for a
2 religious practice is "protected activity"¹⁶.

3 157. Plaintiff asserted his right for reasonable accommodations based on his sincerely
4 held religious beliefs.

5 158. Defendant did not provide reasonable accommodations, instead retaliating against
6 him by placing Plaintiff on involuntary unpaid leave for two months and terminating him.
7 Moreover, Plaintiff lost access to company email and internal communications when attempting
8 to secure other positions within the company during the period of unpaid leave.
9

10 159. Defendant retaliated against Plaintiff for exercising their religious rights by
11 intentionally obstructing or denying him job opportunities within the company.
12

13 160. Plaintiff would have received his 2021 bonus but for Defendant's refusal to grant
14 them a reasonable accommodation. Furthermore, Plaintiff would have kept his Retiree
15 Reimbursement Account (RRA) but for Defendant's refusal to grant him a reasonable
16 accommodation.
17

18 161. Plaintiff suffered significant damages as a result of Defendant's unlawful
19 discriminatory actions, including past and future lost wages and benefits, loss of pension
20 contributions, other financial costs, emotional distress, and the costs of bringing this action.
21

22 162. Defendant intentionally violated Plaintiff's rights under Title VII with malice or
23 reckless indifference.
24

25 163. Such adverse employment actions constitute retaliation because Plaintiff sought
26 accommodations for his religious exemptions.
27

28 ¹⁶ <https://www.eeoc.gov/retaliation>

165. Plaintiffs hereby incorporate and reallege the preceding paragraphs, as though fully set forth herein.

166. Pursuant to Section 21.108 of the Texas Labor Code, in cases of “discrimination because of religion or on the basis of religion ... or on the basis of any aspect of religious observance, practice, or belief, ... the employer [must show that they are] unable reasonably to accommodate the religious observance or practice of an employee or applicant without undue hardship to the conduct of the employer’s business.” *Id.* Tex. Lab. Code § 21.108.

167. Plaintiffs at all times relevant herein were employees covered under the Texas Labor Code.

168. Defendant at all times relevant herein was an employer covered under the Texas Labor Code.

169. Plaintiffs at all times herein were members of a protected religious class.

-28-

1 171. Plaintiffs have suffered damages as a result of Defendant's unlawful
2 discriminatory actions, including past and future lost wages and benefits, loss of pension
3 contributions, other associated financial losses, emotional distress, and the costs of bringing this
4 action.

5 172. Plaintiffs are entitled to such relief as set forth below in their Prayer for Relief.

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7 **FOURTH CAUSE OF ACTION**
8 **Violation of the Texas Labor Code**
9 **Section 21.055 -- Retaliation**
 All Plaintiffs Against Defendant BP

10 173. Plaintiffs hereby incorporate and reallege the preceding paragraphs, as though
11 fully set forth herein.

12 174. Pursuant to Section 21.055, "[a]n employer, labor union, or employment agency
13 commits an unlawful employment practice if the employer, labor union, or employment agency
14 retaliates or discriminates against a person who, ... opposes a discriminatory practice." Tex. Lab.
15 Code § 21.055.
16

17 175. Plaintiffs at all times relevant herein were employees covered under the Texas
18 Labor Code.
19

20 176. Defendant at all times relevant herein was an employer covered under the Texas
21 Labor Code.
22

23 177. Plaintiffs at all times herein are and were members of a protected religious class.
24

25 178. Plaintiffs asserted their rights against taking the COVID-19 vaccine and asked for
26 reasonable accommodations based on their sincere religious beliefs.
27
28

1 179. In response, Defendant intentionally discriminated against Plaintiffs by taking
2 adverse employment actions against them as a result of Plaintiffs' membership in a protected
3 religious class. Specifically, after Plaintiffs submitted their requests for Religious Exemption due
4 to the conflict between their sincerely held religious beliefs, Defendant still continued to pressure
5 Plaintiffs to take the vaccine verbally and through email, and when they refused, retaliated by
6 placing Plaintiffs on involuntary, unpaid leave and subsequently terminated them.

7 180. Plaintiffs have suffered damages as a result of Defendant's retaliatory actions,
8 including past and future lost wages and benefits, loss of pension contributions, other associated
9 financial losses, emotional distress, and the costs of bringing this action.

10 181. Plaintiffs are entitled to such relief as set forth below in their Prayer for Relief.

11
12 **FIFTH CAUSE OF ACTION**
13 **Wrongful Termination in Violation of Public Policy**
14 **Common Law Tort**
15 All Plaintiffs Against Defendant BP

16 182. Plaintiffs hereby reallege and incorporate by reference the preceding paragraphs,
17 as though fully set forth herein.

18 183. Under the common law tort of wrongful termination in violation of public
19 policy, a plaintiff must show that: (1) clear public policy existed and was manifested in state or
20 federal constitution, statute or administrative regulation, or in common law; (2) dismissing
21 employees under circumstances like those involved in the plaintiff's dismissal would jeopardize
22 public policy; (3) the plaintiff's dismissal was motivated by conduct related to public policy;
23 and (4) the employer lacked overriding legitimate business justification for the dismissal.

24 184. First, Texas has clear-cut policies against religious discrimination as found in its
25 Labor Code as described above.
26
27
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1 185. Moreover, Governor Abbott specifically issued Executive Orders against
2 vaccine mandates. Pursuant to Texas Governor Greg Abbott’s executive order issued on
3 October 11, 2021, “[n]o entity in Texas can compel receipt of a COVID-19 vaccine by any
4 individual, including an employee or a consumer, who objects to such vaccination for any
5 reason of personal conscience, based on a religious belief, or for medical reasons, including
6 prior recovery from COVID-19.”¹⁷
7

8 186. Second, treating Plaintiffs in such a discriminatory fashion due to their having
9 expressed their sincere religious beliefs violates such public policy. These dismissals are
10 tantamount to conduct prohibited by public policy as seen in Texas’ labor laws and executive
11 orders that specifically prohibit Defendant’s conduct.

12 187. Third, Defendants placed Plaintiffs on involuntary, unpaid leave and then
13 terminated Plaintiffs in January 2022; each of these actions by Defendant are adverse
14 employment actions under applicable law and public policy. Such adverse employment actions
15 constitute both religious discrimination and retaliation because Plaintiffs sought
16 accommodations for their religious exemptions.
17

18 188. Fourth, Defendant lacked any legitimate business justification for these
19 dismissals, basing its discriminatory treatment of Plaintiffs on pretextual reasons.

20 189. There were no valid reasons whatsoever for stripping Plaintiffs of their salaries,
21 health benefits, and then terminating them.
22

23 190. There were no valid reasons whatsoever for stripping Plaintiffs of their bonuses
24 and RRA.
25
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27

28 ¹⁷ Executive Order GA-40, Page 2, October 11, 2021

1 191. Plaintiffs were wrongly deprived of their salaries and livelihoods for pursuing
2 their right to seek an accommodation of their sincerely held religious beliefs.

3 192. The Texas Labor Code declares by statute that such unlawful termination is in
4 violation of public policy.

5 193. Plaintiffs suffered significant harm as a result of Defendant's unlawful
6 discriminatory actions, past and future lost wages and benefits, associated financial damages,
7 loss of pension contributions, emotional distress, and the costs of bringing this action.

8 194. Plaintiffs are entitled to back pay, front pay, compensatory damages, punitive
9 damages, attorney's fees, costs of suit, a declaration that Defendant violated their rights under
10 Title VII, and an injunction preventing Defendant from enforcing their discriminatory policies.

11 195. Plaintiffs are entitled to further relief as more fully set forth below in the Prayer
12 for Relief.
13

14
15 **PRAYER FOR RELIEF**

16
17 WHEREFORE, Plaintiffs respectfully pray this Court grant relief as follows:

- 18 A. Order Defendant to immediately reinstate Plaintiffs to their previous positions, or in
19 the alternative award Plaintiffs front pay, including future wages and benefits;
20 B. Award Plaintiffs backpay, including past loss of wages and benefits, plus interest;
21 C. Award Plaintiffs all lost promotional pay, salary increases, contributions to pensions,
22 and reimbursement of all penalties to withdrawals from Plaintiffs' 401Ks and other
23 sources necessary to live and support their families after being unlawfully deprived of
24 employment.
25 C. Award Plaintiffs other and further compensatory damages in an amount according to
26 proof;
27 D. Award Plaintiffs noneconomic damages, including but not limited to mental suffering;

- 1 E. Award to Plaintiffs reasonable attorney's fees and costs of suit;
- 2 F. Award Plaintiffs punitive damages;
- 3 G. Enjoin Defendant from continuing their discriminatory policies;
- 4 H. Declare that Defendant has violated Title VII and the Texas Labor Code; and
- 5 I. Grant Plaintiffs such additional or alternative relief as the Court deems just and proper,
- 6 as well as any other appropriate relief to which Plaintiffs may be entitled including all
- 7 "appropriate relief" with the scope of F.R.C.P. 54(c).
- 8

9 Dated: December 17, 2022

10 /s/ Naomi Jiyoung Bang

11 Naomi Jiyoung Bang
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28 /s/ Charlotte Y. Bergeron

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Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Plaintiffs demands a jury trial on all causes of action and claims to which they have a right.

VERIFICATION OF PLAINTIFF RYAN ANDREPONT

I, Ryan Andrepont, am a Plaintiff in the above-captioned matter. I have read the VERIFIED COMPLAINT FOR VIOLATION OF RIGHTS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 [42 U.S.C. 2000e et seq.]. The contents are true and accurate and known to me by personal knowledge except for those matters asserted on information and belief. As to those matters, I believe them to be true.

I declare under penalty of perjury, under the laws of the United States and the State of Texas, that the foregoing is true and correct.

/s/ Ryan Andrepont
Ryan Andrepont
December 17, 2022

I, Brody Ardoin, am a Plaintiff in the above-captioned matter. I have read the VERIFIED COMPLAINT FOR VIOLATION OF RIGHTS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 [42 U.S.C. 2000e et seq.]. The contents are true and accurate and known to me by personal knowledge except for those matters asserted on information and belief. As to those matters, I believe them to be true.

/s/ Brody Ardoin
Brody Ardoin
December 17, 2022

I, Patrick J. Babineaux, am a Plaintiff in the above-captioned matter. I have read the VERIFIED COMPLAINT FOR VIOLATION OF RIGHTS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 [42 U.S.C. 2000e et seq.]. The contents are true and accurate and known to me by personal knowledge except for those matters asserted on information and belief. As to those matters, I believe them to be true.

/s/ Patrick J. Babineaux, III
Patrick J. Babineaux, III
December 17, 2022

VERIFICATION OF PLAINTIFF WILLIAM FARRELL

I, William Farrell, am a Plaintiff in the above-captioned matter. I have read the VERIFIED COMPLAINT FOR VIOLATION OF RIGHTS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 [42 U.S.C. 2000e et seq.]. The contents are true and accurate and known to me by personal knowledge except for those matters asserted on information and belief. As to those matters, I believe them to be true.

I declare under penalty of perjury, under the laws of the United States and the State of Texas, that the foregoing is true and correct.

/s/ William Farrell
William Farrell
December 17, 2022

VERIFICATION OF PLAINTIFF TIMOTHY STIDHAM

I, Timothy Stidham, am a Plaintiff in the above-captioned matter. I have read the VERIFIED COMPLAINT FOR VIOLATION OF RIGHTS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 [42 U.S.C. 2000e et seq.]. The contents are true and accurate and known to me by personal knowledge except for those matters asserted on information and belief. As to those matters, I believe them to be true.

I declare under penalty of perjury, under the laws of the United States and the State of Texas, that the foregoing is true and correct.

/s/ Timothy Stidham
Timothy Stidham
December 17, 2022